

MCDERMOTT WILL & EMERY LLP
Marcus A. Helt (TX 24052187)
Jack G. Haake (TX 24127704)
Grayson Williams (TX 24124561)
2801 N. Harwood Street, Suite 2600
Dallas, Texas 75201-1574
Telephone: (214) 295-8000
Facsimile: (972) 232-3098
Email: mhelt@mwe.com
jhaake@mwe.com
gwilliams@mwe.com

MCDERMOTT WILL & EMERY LLP
Daniel M. Simon (*pro hac vice* pending)
Emily C. Keil (*pro hac vice* pending)
William A. Guerrieri (*pro hac vice* pending)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Facsimile: (312) 984-7700
Email: dsimon@mwe.com
ekeil@mwe.com
wguerrieri@mwe.com

*Proposed Counsel for the Debtors and
Debtors-in-Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)	Chapter 11
)	
GENESIS HEALTHCARE, INC., <i>et al.</i> ¹)	Case No. 25-80185 (SGJ)
)	
Debtors.)	(Joint Administration Requested)
)	(Emergency Hearing Requested)

**DEBTORS' EMERGENCY MOTION FOR ENTRY OF
ORDER AUTHORIZING DEBTORS TO (I) MAINTAIN EXISTING
INSURANCE POLICIES, SURETY BONDS, AND LETTERS OF CREDIT AND
PAY ALL OBLIGATIONS ARISING THEREUNDER; (II) RENEW, REVISE, EXTEND,
SUPPLEMENT, CHANGE, OR ENTER INTO NEW INSURANCE POLICIES, SURETY
BONDS, AND LETTERS OF CREDIT; AND (III) GRANTING RELATED RELIEF**

¹ The last four digits of Genesis Healthcare, Inc.'s federal tax identification number are 4755. There are 299 Debtors in these chapter 11 cases, for which the Debtors have requested joint administration. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <https://dm.epiq11.com/Genesis>. The location of Genesis Healthcare, Inc.'s corporate headquarters and the Debtors' service address is 101 East State Street, Kennett Square, PA 19348.

EMERGENCY RELIEF HAS BEEN REQUESTED. RELIEF IS REQUESTED NOT LATER THAN 9:30 A.M. (CT) ON JULY 11, 2025.

IF YOU OBJECT TO THE RELIEF REQUESTED OR YOU BELIEVE THAT EMERGENCY CONSIDERATION IS NOT WARRANTED, YOU MUST APPEAR AT THE HEARING IF ONE IS SET, OR FILE A WRITTEN RESPONSE PRIOR TO THE DATE THAT RELIEF IS REQUESTED IN THE PRECEDING PARAGRAPH. OTHERWISE, THE COURT MAY TREAT THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF REQUESTED.

A VIRTUAL HEARING WILL BE CONDUCTED ON THIS MATTER ON JULY 11, 2025 AT 9:30 A.M. (CT) AT THE EARLE CABELL FEDERAL BUILDING, 1100 COMMERCE STREET, 14TH FLOOR, COURTROOM 1, DALLAS, TEXAS, 75242.

YOU MAY PARTICIPATE IN THE HEARING EITHER IN PERSON OR BY AN AUDIO AND VIDEO CONNECTION.

AUDIO COMMUNICATION WILL BE BY USE OF THE COURT'S DIAL-IN FACILITY. YOU MAY ACCESS THE FACILITY AT 1-650-479-3207. VIDEO COMMUNICATION WILL BE BY THE USE OF THE CISCO WEBEX PLATFORM. CONNECT VIA THE CISCO WEBEX APPLICATION OR CLICK THE LINK ON JUDGE JERNIGAN'S HOME PAGE. THE MEETING CODE IS 2304 154 2638. CLICK THE SETTINGS ICON IN THE UPPER RIGHT CORNER AND ENTER YOUR NAME UNDER THE PERSONAL INFORMATION SETTING.

HEARING APPEARANCES MUST BE MADE ELECTRONICALLY IN ADVANCE OF ELECTRONIC HEARINGS. TO MAKE YOUR APPEARANCE, CLICK THE "ELECTRONIC APPEARANCE" LINK ON JUDGE JERNIGAN'S HOME PAGE. SELECT THE CASE NAME, COMPLETE THE REQUIRED FIELDS AND CLICK "SUBMIT" TO COMPLETE YOUR APPEARANCE.

Genesis Healthcare, Inc. ("Genesis") and certain of its affiliates and subsidiaries, as debtors and debtors-in-possession in the above-captioned chapter 11 cases (collectively, the "Debtors"), hereby move (the "Motion") for entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), granting the relief described below. In support thereof, the Debtors rely upon the *Declaration of Louis E. Robichaux IV in Support of Chapter 11 Petitions and First Day Pleadings* (the "First Day Declaration"),² filed contemporaneously herewith. In further support of the Motion, the Debtors respectfully represent as follows:

² Capitalized terms used but not otherwise defined in this Motion shall have the meanings ascribed to them in the First Day Declaration.

RELIEF REQUESTED

1. By the Motion, the Debtors respectfully request entry of the Proposed Order, (a) authorizing, but not directing, the Debtors to (i) maintain coverage under the existing Insurance Policies (as defined below) and maintain the existing Premium Financing Agreements, Letters of Credit, and Surety Bonds (each as defined below) and pay on an uninterrupted basis all premiums, fees, deductibles, administration costs, and claims arising thereunder or in connection therewith that are paid for by the Debtors in the ordinary course of business (collectively, the “Insurance Obligations”); and (ii) honor, renew, revise, extend, supplement, change, or enter into new insurance policies, premium financing agreements, surety bonds, letters of credit, and insurance brokerage arrangements as needed in their business judgment without further order of this Court; and (b) granting related relief.

2. The Debtors also request that the Proposed Order authorize the Debtors’ banks and other financial institutions (collectively, the “Banks”) to receive, process, honor, and pay any and all checks and other forms of payment drawn on the Debtors’ bank accounts, including fund transfers and electronic payment requests, to the extent they relate to any of the foregoing and to rely on the Debtors’ direction to pay amounts authorized under the Motion, provided that sufficient funds are available in the applicable accounts to make such payments.

JURISDICTION AND VENUE

3. The Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas. This matter is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

4. The legal predicates for the relief requested herein are sections 105(a), 363, 1107(a), and 1108 of title 11 of the United States Code (the “Bankruptcy Code”), Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Section B.8(b) of the *Procedures for Complex Cases in the Northern District of Texas*, effective February 6, 2023 (the “Complex Case Procedures”).

BACKGROUND

I. The Chapter 11 Cases

5. On July 9, 2025 (the “Petition Date”), each Debtor commenced a case by filing a petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) in the United States Bankruptcy Court for the Northern District of Texas, Dallas Division (the “Court”). Contemporaneously herewith, the Debtors have requested procedural consolidation and joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b). The Debtors continue to operate their businesses and manage their properties as debtors and debtors-in-possession pursuant to Bankruptcy Code sections 1107(a) and 1108.

6. To date, the Office of the United States Trustee for Region 6 (the “U.S. Trustee”) has not appointed an official committee in these Chapter 11 Cases, nor has any trustee or examiner been appointed.

7. Additional information regarding the Debtors and these Chapter 11 Cases, including the Debtors’ business operations, capital structure, financial condition, and the reasons for and objectives of these Chapter 11 Cases, is set forth in the First Day Declaration.

II. The Insurance Policies, Surety Bonds, Letters of Credit, and Related Obligations

A. The Insurance Policies

8. In the ordinary course of business, the Debtors maintain insurance policies for, among other things, the Debtors' property and property excess, general liability, professional liability, automobile liability, boiler and machinery liability, travel and accident liability, flood, pollution, cyber liability, crime liability, terrorism liability, workers' compensation, employment practices liability insurance, physicians' malpractice, employed lawyers' liability, errors and omissions liability, directors' and officers' liability, fiduciary liability and excess, and tax liability (collectively, the "Insurance Policies"),³ which are administered by various third-party insurance carriers (collectively, the "Insurance Carriers").

9. The Insurance Policies are typically one year in length and renew on an annual basis at various times during the year.⁴ The Debtors estimate that amounts paid to finance the Insurance Policies, including premiums, broker and premium financing agreement obligations, and other related fees, total approximately \$40.0 million per year. Such amounts are typically paid in one of three ways, each of which is discussed below: (a) through the Debtors' insurance brokers, who then pay the applicable Insurance Carrier, (b) through the Debtors' premium financing agreements (each, a "Premium Financing Agreement" and collectively, the "Premium Financing Agreements"), or (c) directly to the Insurance Carriers or certain state workers' compensation

³ A list of the Insurance Policies, corresponding Insurance Carriers, policy periods, and annual premiums as of the Petition Date is attached hereto as Exhibit B. To the extent that any Insurance Policy has been inadvertently omitted from that list, the Debtors request that the order granting the relief sought herein apply to any and all of the Debtors' Insurance Policies, whether or not they are specifically enumerated on Exhibit B.

⁴ General liability, property, pollution, automobile liability, boiler and machinery liability, terrorism liability, and travel and accident liability policies typically renew in December; workers' compensation and cyber liability typically renew in September; crime liability, fiduciary liability, employment practices liability insurance, directors' and officers' liability, and physicians' malpractice, and employed lawyers' liability typically renew in April; errors and omissions liability renews in January; and tax liability renews in August. The various flood policies are renewed throughout the year.

programs (the “Self-Insured States”, as discussed in the Employee Motion (as defined herein)), as applicable, by the Debtors through installments or as a single lump sum, as applicable.

i. Insurance Brokers

10. The Debtors obtain many of their Insurance Policies through their insurance brokers, which consist of P&G Brokerage (“P&G”), Cobbs Allen Capital LLC (“CAC”), GNP Brokerage (“GNP”), and USI Insurance Services LLC (“USI” and collectively, the “Insurance Brokers”). The Insurance Brokers assist the Debtors with the procurement and negotiation of the Insurance Policies, enabling the Debtors to obtain Insurance Policies at competitive rates and in a cost-effective manner. Specifically, the Debtors employ CAC and GNP to obtain Insurance Policies relating to directors’ and officers’ liability, boiler and machinery liability, terrorism liability, flood, and property and excess property, respectively, and employ P&G to obtain all other Insurance Policies, except for workers’ compensation for which the Debtors recently engaged USI. In exchange for such services, the Insurance Brokers are compensated through commissions from the Insurance Carriers (collectively, the “Brokerage Fees”) rather than the Debtors. As such, the Debtors do not believe that they owe any Brokerage Fees to the Insurance Carriers as of the Petition Date.

11. In addition to their policy procurement services, the Insurance Brokers facilitate direct payment of premium amounts for certain Insurance Policies (the “Broker Direct Pay Obligations”). In the ordinary course of business, the Debtors pay the applicable premium amounts to the Insurance Brokers, who will then pay such premiums to the Insurance Carriers. In some instances, a down payment is paid by the Debtors to the Insurance Broker for Broker Direct Pay Amounts when the Insurance Policy is bound. As of the Petition Date, the Debtors do not believe there are any amounts outstanding on account of the Broker Direct Pay Obligations.

ii. Premium Finance Obligations

12. Approximately \$10.4 million⁵ in aggregate annual premiums for the Insurance Policies is financed pursuant to five Premium Financing Agreements with various third-party lenders: First Insurance Funding, Agile Premium Finance, and Rapid Premium, LLC, National Partners (collectively, the “Premium Financing Providers”). Pursuant to the Premium Financing Agreements, the Premium Financing Provider pays the full yearly premium to the Insurance Carriers at the time the Insurance Policies are bound, minus the amount of any down payments received from the Insurance Brokers. The Debtors in turn each pay their *pro rata* share of the financing premiums directly to the Premium Financing Provider (collectively, the “PFA Premium Obligations”) in installment payments pursuant to the applicable installment schedule, depending on the Insurance Policy. In exchange for their services, the Debtors pay certain fees to the Premium Financing Providers (collectively, the “Premium Financing Fees”), which total approximately \$230,000 on an annual basis. As of the Petition Date, the Debtors believe there is approximately \$125,000 remaining in outstanding prepetition liabilities under the Premium Financing Agreements.

iii. Direct Payment Obligations

13. Finally, the premiums owed under the Debtors’ remaining Insurance Policies are paid directly to the Insurance Carriers or the Self-Insured States, as applicable, by the Debtors in installments or in a single, lump-sum payment at or before the beginning of the annual policy period (the “Direct Pay Premium Obligations”). The aggregate annual premiums for the Insurance Policies paid directly to the Insurance Carriers by the Debtors are approximately \$700,000. As of

⁵ This amount reflects the portion of annual premiums paid by the Debtors only and does not include amounts attributable to non-Debtor entities.

the Petition Date, the Debtors do not believe there are any amounts outstanding with respect to the Direct Pay Premium Obligations.

14. Continuation and renewal of the Insurance Policies and entry into new Insurance Policies is essential to protecting the value of the Debtors' businesses. Not only are some of the Insurance Policies required by various regulations, laws, and contracts that govern the Debtors' commercial activities, but Bankruptcy Code section 1112(b)(4)(C) provides that "failure to maintain appropriate insurance that poses a risk to the estate or to the public" is "cause" for mandatory conversion or dismissal of a chapter 11 case. 11 U.S.C. § 1112(b)(4)(C). Moreover, the *Guidelines for Chapter 11 Cases: Operating Instructions and Reporting Requirements* (the "U.S. Trustee Guidelines") issued by the Office of the U.S. Trustee require that a debtor maintain adequate insurance coverage. *See* U.S. Trustee Guidelines, at 6–7.

15. Similarly, continuing to perform under the Premium Financing Agreements is in the best interests of the Debtors' estates, as the Debtors' failure to perform would give the Premium Financing Providers the right under the applicable Premium Financing Agreement to cancel the Insurance Policies. Given their financial circumstances, alternative premium finance companies may not be willing to provide comparable premium financing to the Debtors on a postpetition basis. As a result, it is critical for the Debtors to continue to make disbursements on account of amounts arising under the Premium Financing Agreements and otherwise perform under the same.

16. Accordingly, the Debtors seek authority, but not direction, to pay any prepetition PFA Premium Obligations, Premium Financing Fees, Direct Pay Premium Obligations, Broker Direct Pay Obligations, and Brokerage Fees and otherwise maintain and perform under their existing Insurance Policies and Premium Financing Agreements on a postpetition basis in the ordinary course consistent with prepetition practice.

B. Self-Insurance Programs

17. As discussed below, the Debtors are self-insured for certain insurable risks, including general and professional liabilities (“PLGL”) and workers’ compensation liabilities prior to September 27, 2024.

i. PLGL

18. The Debtors maintain a PLGL insurance policy with Notting Hill (the “PLGL Policy”); however, the terms of the PLGL Policy provide coverage on a reimbursement basis only, meaning that all costs and expenses under the PLGL Policy are borne by the Debtors. In the ordinary course of business, the Debtors settle PLGL claims in the ordinary course of business and historically pay between \$6 to \$8 million per month in connection with such settlements and defense costs with respect to the same. Typically, the monthly payments made by the Debtors for general and professional liability claims relate to settlements reached at least two years prior.

ii. Workers’ Compensation

19. Under the laws of the various jurisdictions in which they operate, the Debtors are required to maintain policies and programs to provide employees with workers’ compensation benefits. The Debtors seek authorization to pay certain amounts relating to their current and legacy workers’ compensation programs pursuant to the *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing Debtors to (A) Pay Prepetition Wages, Compensation, and Employee Benefits and (B) Continue Certain Employee Benefit Programs in the Ordinary Course, and (II) Granting Related Relief* (the “Employee Motion”), filed contemporaneously herewith. Further details regarding workers’ compensation benefits, the related policies, and the Debtors’ requested relief with respect thereto can be found in the Employee Motion.

C. Surety Bonds and Letters of Credit

i. Surety Bonds

20. In the ordinary course of business, the Debtors also maintain surety bonds (collectively, the “Surety Bonds”) issued by RLI Insurance Company, Liberty Mutual Insurance Company, Westchester Fire Insurance Company, and Arch Insurance Company (collectively, the “Sureties”) and placed by Marsh USA Inc. (“Marsh”) (the “Surety Bond Broker”), each of which is listed in **Exhibit C** attached hereto.⁶ As of the Petition Date, the Debtors have approximately 240 Surety Bonds outstanding totaling approximately \$36 million. The majority of the Surety Bonds, issued in favor of certain of the Debtors, guarantee such Debtors’ obligations under their respective resident trust accounts⁷ and the remaining Surety Bonds guarantee the Debtors’ various obligations to Medicaid, the Department of Veterans’ Affairs, utilities or other entities. The Surety Bonds are currently set to expire at various dates over the course of the next year. The premiums charged for issuance of the Surety Bonds (the “Surety Bond Premiums”) are paid on an annual basis by the Debtors, subject to supplement adjustments paid throughout the year on account of regulatory changes. As of the Petition Date, there is approximately \$350,000 in Surety Bond Premiums outstanding on account of the Surety Bonds, all of which is currently outstanding.

⁶ A list of the Surety Bonds as of the Petition Date is attached hereto as **Exhibit C**. To the extent that any Surety Bond has been inadvertently omitted from that list, however, the Debtors request that the order granting the relief sought herein apply to any and all of the Debtors’ Surety Bonds, regardless of whether or not they are specifically enumerated on **Exhibit C**.

⁷ The Surety Bonds that guarantee resident trust accounts make up more than 90% of the number of Surety Bonds. The resident trust accounts are described in further detail in the *Debtors’ Emergency Motion for Entry of Order (I) Authorizing the Debtors to (A) Maintain, Administer, and Modify Their Refund Programs and Practices and (B) Honor Prepetition Obligations Related Thereto; and (II) Granting Related Relief* and in the *Debtors’ Emergency Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Continue to Operate Their Existing Cash Management System, (B) Maintain Existing Bank Accounts and Business Forms and Honor Certain Prepetition Obligations Related to the Use Thereof, (C) Maintain Purchasing Card Programs and Honor Prepetition Obligations Related Thereto, and (D) Continue to Perform Intercompany Transactions; (II) Extending the Time for the Debtors to Comply with 11 U.S.C. § 345(b) Deposit and Investment Requirements; and (III) Granting Related Relief*, filed contemporaneously herewith.

ii. Letters of Credit

21. In the ordinary course of business, the Debtors also issue letters of credit (collectively, the “Letters of Credit”) to assure counterparties of their performance to certain transactions. In particular, the Debtors have issued Letters of Credit to guarantee their obligations to certain Insurance Carriers, as well as obligations owed to various of their landlords (typically issued in lieu of a security deposit). As of the Petition Date, the Debtors have issued Letters of Credit in the approximate aggregate amount of \$45 million, the majority of which have been issued by Capital One and are collateralized by the Debtors’ restricted cash held by Capital One.

22. Failing to provide, maintain, back, or timely replace the Surety Bonds and Letters of Credit will prevent the Debtors from, among other things, complying with their federal law obligations and maintaining insurance coverage, which, in turn, would prevent the Debtors from undertaking essential functions related to their operations. Accordingly, the Debtors seek authority, but not direction, to pay any prepetition amounts associated with the Surety Bonds and Letters of Credit and otherwise maintain and perform under their existing Surety Bonds and Letters of Credit on a postpetition basis in the ordinary course consistent with prepetition practice.

D. The Debtors’ Insurance Obligations

23. Given the foregoing, the Debtors seek authority, but not direction, to pay any amounts, including prepetition obligations, that may become due in the ordinary course of business on a postpetition basis in their discretion in connection with the Insurance Policies, the Premium Financing Agreements, the Surety Bonds, the Letters of Credit, and the Brokerage Fees, without further Court approval. The Debtors further seek authority, but not direction, to enter into new insurance policies, surety bonds, letters of credit, or premium financing agreements (directly with a premium financing provider or through a non-Debtor entity acting as borrower), or otherwise

renew, modify, or cancel their existing Insurance Policies, Premium Financing Agreements, Surety Bonds, and Letters of Credit in the ordinary course of business without further Court approval.

BASIS FOR RELIEF REQUESTED

I. The Debtors are Authorized to Maintain Insurance Policies, Surety Bonds, and Letters of Credit and Honor Insurance Obligations in the Ordinary Course.

24. The maintenance of the Insurance Policies, Surety Bonds, and Letters of Credit and payment of postpetition Insurance Obligations, including undertaking the renewal or replacement of Insurance Policies as they expire or entering into new arrangements, constitute transactions in the ordinary course of business within the meaning of Bankruptcy Code section 363(c)(1) that do not require prior bankruptcy court approval. *See* 11 U.S.C. § 363(c)(1).

25. Bankruptcy Code section 363(c) provides, in pertinent part:

If the business of the debtor is authorized to be operated under section . . . 1108 of this title and unless the court orders otherwise, the trustee may enter into transactions . . . in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing.

11 U.S.C. § 363(c)(1). The purpose of section 363(c)(1) is to provide a debtor in possession with the flexibility to engage in the ordinary course transactions vital to the operation of its business without unnecessary oversight by its creditors or the court. *See Med. Malpractice Ins. Ass'n v. Hirsch (In re Lavigne)*, 114 F.3d 379, 384 (2d Cir. 1997); *Chaney v. Off. Comm. of Unsecured Creditors of Crystal Apparel, Inc. (In re Crystal Apparel, Inc.)*, 207 B.R. 406, 409 (S.D.N.Y. 1997); *In re Patriot Place, Ltd.*, 486 B.R. 773, 792 (Bankr. W.D. Tex. 2013); *In re Mr. Gatti's*, 164 B.R. 929, 941 (Bankr. W.D. Tex. 1994). In the present case, maintaining the Insurance Policies, Premium Financing Agreements, Surety Bonds, and Letters of Credit, and honoring certain obligations arising thereunder, are the kinds of ordinary course transactions contemplated

by section 363(c)(1). Nevertheless, this Motion seeks the relief set forth herein out of an abundance of caution.

26. In authorizing payments of certain insurance obligations, courts have relied on Bankruptcy Code sections 105(a), 363(b), 503, 1107(a), and 1108. Pursuant to the foregoing sections, the Court may authorize the Debtors to maintain the Insurance Policies, Surety Bonds, Premium Financing Agreements, and Letters of Credit, and honor certain obligations arising thereunder—including renewing or entering into new policies on a postpetition basis and satisfying any prepetition obligations—because the relief requested aligns with the value preservation policy purpose of chapter 11 of the Bankruptcy Code. Courts in the Fifth Circuit have recognized that authorizing payment of prepetition obligations is appropriate when necessary to protect and preserve the estate’s value, including the going-concern value of an operating business. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002).

27. Bankruptcy Code section 363(b)(1) authorizes a debtor-in-possession to use property of the estate other than in the ordinary course of business after notice and a hearing. *See 11 U.S.C. § 363(b)(1)*. Courts have authorized payment of prepetition obligations under Bankruptcy Code section 363(b) when a sound business purpose exists for doing so. *See, e.g., Cadle Co. v. Mims (In re Moore)*, 608 F.3d 253, 262 (5th Cir. 2010) (“Courts will look to the trustee’s articulated business justification or sound business reasons for the proposed sale [under section 363].”); *In re Cont’l Air Lines, Inc.*, 780 F.2d 1223, 1226 (5th Cir. 1986) (“[T]here must be some articulated business justification for using, selling, or leasing the property outside the ordinary course of business.”); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (finding a sound business reason to pay prepetition wages but denying creditor’s request to order payment).

28. Additionally, Bankruptcy Code section 105(a) codifies the bankruptcy court's inherent, equitable powers, allowing it to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions" of the Bankruptcy Code. 11 U.S.C. § 105(a). This provision enables courts to authorize payments of prepetition obligations when essential to the continued operation of a debtor's business. This "necessity of payment" or "doctrine of necessity" principle has been recognized in the Fifth Circuit. *See, e.g., In re CoServ, L.L.C.*, 273 B.R. at 496–97. Debtors-in-possession are fiduciaries under Bankruptcy Code sections 1107(a) and 1108 "holding the bankruptcy estate[s] and operating the business[es] for the benefit of [their] creditors and (if the value justifies) equity owners." *Id.* at 497. Accordingly, the debtor in possession has the obligation to "protect and preserve the estate, including an operating business's going concern value." *Id.* Further, Bankruptcy Code section 503(b)(1)(A) provides, "[a]fter notice and a hearing, here shall be allowed, administrative expenses[,] including . . . the actual, necessary costs and expenses of preserving the estate." 11 U.S.C. § 503(b)(1)(A). The Court may authorize the Debtors to use estate funds to pay any Insurance Obligations arising during or relating to the postpetition period.

29. Here, the Debtors believe that they have the authority to pay their Insurance Obligations and honor, renew, revise, extend, supplement, change, or enter into new Insurance Policies, Premium Financing Agreements, Surety Bonds, and Letters of Credit in the ordinary course of business and without the Court's approval, as these are the types of transactions contemplated by Bankruptcy Code section 363(c)(1). Out of an abundance of caution, however, the Debtors are seeking authorization, but not direction, to (a) maintain the existing Insurance Policies, Premium Financing Agreements, Surety Bonds, and Letters of Credit and honor the Insurance Obligations described herein, including utilizing the services of any insurance agents,

premium financing providers, or brokers that the Debtors employ in the ordinary course of maintaining the Insurance Policies, Premium Financing Agreements, Surety Bonds, and Letters of Credit and making any payments required by the same; and (b) renew or replace Insurance Policies, Premium Financing Agreements, Surety Bonds, and Letters of Credit or enter into new arrangements as may be required in the Debtors' business judgment as existing arrangements expire, in each case in the ordinary course of business, without further order of the Court.

30. As described above, maintenance of the Insurance Policies, including the Debtors' workers' compensation programs and policies, is required under the U.S. Trustee Guidelines, the laws of various states in which the Debtors operate, and various contractual agreements. Thus, the maintenance of the Insurance Policies is necessary and essential to the care of the Debtors' residents as well as achieving the Debtors' chapter 11 objectives, and the failure to do so may result in the Debtors being unable to find alternative insurance coverage at comparable cost, if at all, or may prohibit the Debtors from operating their businesses. Given the importance of maintaining insurance coverage with respect to their business activities, the Debtors believe it is in the best interests of their estates to receive Court approval to honor their obligations under the Insurance Policies, Premium Financing Agreements, Surety Bonds, and Letters of Credit and, as necessary, renew, or enter into new such agreements.

31. Courts in this district have routinely granted relief similar to the relief requested herein. *See, e.g., In re Prospect Medical Holdings*, Case No. 25-80002 (SGJ) (Bankr. N.D. Tex. Jan. 14, 2025) [Docket No. 96]; *In re TGI Friday's Inc.*, Case No. 24-80069 (SGJ) (Bankr. N.D. Tex. Nov. 4, 2024) [Docket No. 68]; *In re Eiger Biopharmaceutical*, Case No. 24-80040 (SGJ) (Bankr. N.D. Tex. Apr. 5, 2024) [Docket No. 90]; *In re Christian Care Ctrs., Inc.*, Case No. 22-80000 (SGJ) (Bankr. N.D. Tex. June 15, 2022) [Docket No. 147]; *In re Northwest Senior Housing*

Corp., Case No. 22-30659 (MVL) (Bankr. N.D. Tex. May 15, 2022) [Docket No. 221]; *In re Studio Movie Grill Holdings, LLC*, Case No. 20-32633 (SGJ) (Bankr. N.D. Tex. Oct. 29, 2020) [Docket No. 85].

32. Given the foregoing, the Debtors seek authority, but not direction, to pay any amounts, including prepetition obligations, that may become due in the ordinary course of business on a postpetition basis in their discretion in connection with the Insurance Policies, the Premium Financing Agreements, the Surety Bonds, the Letters of Credit, and the Brokerage Fees, without further Court approval. The Debtors further seek authority, but not direction, to enter into new insurance policies, surety bonds, letters of credit, or premium financing agreements (directly with a premium financing provider or through a non-Debtor entity acting as borrower), or otherwise renew, modify, or cancel their existing Insurance Policies, Premium Financing Agreements, Surety Bonds, and Letters of Credit in the ordinary course of business without further Court approval.

II. The Proposed Payment Processing Procedures Are Appropriate.

33. As set forth above, the Debtors request that all Banks be authorized and directed to honor and process payments on account of the Insurance Obligations as directed by the Debtors. The Debtors have sufficient liquidity to pay the amounts delineated in this Motion in the ordinary course of business and have implemented controls to ensure that prepetition claims will not be paid except as authorized by this Court. The Debtors therefore submit that the payment-processing procedures described in the Motion are appropriate.

III. Cause Exists to Authorize the Debtors' Financial Institutions to Honor Checks and Electronic Fund Transfers.

34. The Debtors also request that all applicable banks and other financial institutions be authorized to receive, process, honor, and pay all checks presented for payment, and to honor all electronic payment requests made by the Debtors, related to the obligations described herein,

whether such checks were presented or electronic requests were submitted prior to or after the Petition Date. The Debtors further request that all such banks and financial institutions be authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved pursuant to the Motion. The Debtors represent that they have sufficient availability of funds to pay any amounts described herein.

EMERGENCY CONSIDERATION

35. The Debtors respectfully request emergency consideration of this Motion pursuant to Bankruptcy Rule 6003, which empowers a court to grant relief within the first 21 days after the commencement of a chapter 11 case "to the extent that relief is necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003. Here, the Debtors believe an immediate and orderly transition into chapter 11 is critical to the viability of their operations and that any delay in granting the relief requested could hinder the Debtors' operations and cause irreparable harm. Furthermore, the failure to receive the requested relief during the first 21 days of these Chapter 11 Cases would severely disrupt the Debtors' operations at this critical juncture. Accordingly, the Debtors submit that they have satisfied the "immediate and irreparable harm" standard of Bankruptcy Rule 6003 and, therefore, respectfully request that the Court approve the relief requested in this Motion on an emergency basis.

WAIVER OF ANY APPLICABLE STAY

36. The Debtors seek a waiver of any stay of the effectiveness of the order granting this Motion. Pursuant to Bankruptcy Rule 6004(h), any "order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr. P. 6004(h). The Debtors submit that the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtors for

the reasons set forth herein. Accordingly, the Debtors submit that ample cause exists to justify a waiver of the 14-day stay imposed by Bankruptcy Rule 6004(h), to the extent applicable.

RESERVATION OF RIGHTS

37. Nothing contained in this Motion nor any actions taken pursuant to the relief requested herein is intended or shall be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an impairment or waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any claim is of a type specified or defined in this Motion or any order granting the relief requested by this Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a waiver of any claim or cause of action that may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease; (g) a waiver or limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; (h) an implication or admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance of property of the Debtors' estates; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to this Motion are valid and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) an impairment

or waiver of any claims or causes of action that may exist against any entity under the Bankruptcy Code or any other applicable law. If the Court grants the relief sought herein, any payment made pursuant to an order of the Court is not intended and should not be construed as an admission as to the validity or priority of any claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute the extent, perfection, priority, validity, or amount of such claim.

NOTICE

38. The Debtors will provide notice of the Motion to: (a) the U.S. Trustee; (b) the Internal Revenue Service; (c) the United States Attorney for the Northern District of Texas; (d) the Attorney General for the State of Texas; (e) State Comptroller of Public Accounts; (f) the Centers for Medicare and Medicaid Services; (g) the Attorneys General for the states in which the Debtors conduct business; (h) the parties included on the Debtors' list of their 30 largest unsecured creditors; (i) counsel to the Debtors' prepetition lenders; (j) counsel to the DIP Lenders; (k) the Insurance Carriers; (l) the Premium Financing Providers; (m) the Insurance Brokers; (n) the Surety Bond Broker; (o) the Sureties; (p) the issuers of the Letters of Credit; and (q) all parties entitled to notice pursuant to Bankruptcy Rule 2002. The Debtors submit that no other or further notice is required.

NO PRIOR REQUEST

39. No previous request for the relief sought herein has been made to this or any other court.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as Exhibit A, granting the relief requested herein and such other and further relief as may be just and proper.

Dated: July 10, 2025
Dallas, Texas

MCDERMOTT WILL & EMERY LLP

/s/ Marcus A. Helt

Marcus A. Helt (TX 24052187)
Jack G. Haake (TX 24127704)
Grayson Williams (TX 24124561)
2801 N. Harwood Street, Suite 2600
Dallas, Texas 75201-1574
Telephone: (214) 295-8000
Facsimile: (972) 232-3098
Email: mhelt@mwe.com
jhaake@mwe.com
gwilliams@mwe.com

- and -

Daniel M. Simon (*pro hac vice* pending)
Emily C. Keil (*pro hac vice* pending)
William A. Guerrieri (*pro hac vice* pending)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Facsimile: (312) 984-7700
Email: dsimon@mwe.com
ekeil@mwe.com
wguerrieri@mwe.com

*Proposed Counsel for the Debtors and
Debtors-in-Possession*

CERTIFICATE OF SERVICE

I hereby certify that on this date a true and correct copy of the foregoing Motion was served by the Court's CM/ECF system on all counsel of record registered in these Chapter 11 Cases through CM/ECF. Subject to the Court's approval of their retention and access to filing privileges, the Debtors' proposed claims and noticing agent will be filing a supplemental certificate of service on the docket to reflect any additional service of the foregoing Motion.

Dated: July 10, 2025
Dallas, Texas

MCDERMOTT WILL & EMERY LLP

/s/ Marcus A. Helt

Marcus A. Helt (TX 24052187)
Jack G. Haake (TX 24127704)
Grayson Williams (TX 24124561)
2801 N. Harwood Street, Suite 2600
Dallas, Texas 75201-1574
Telephone: (214) 295-8000
Facsimile: (972) 232-3098
Email: mhelt@mwe.com
jhaake@mwe.com
gwilliams@mwe.com

- and -

Daniel M. Simon (*pro hac vice* pending)
Emily C. Keil (*pro hac vice* pending)
William A. Guerrieri (*pro hac vice* pending)
444 West Lake Street, Suite 4000
Chicago, Illinois 60606
Telephone: (312) 372-2000
Facsimile: (312) 984-7700
Email: dsimon@mwe.com
ekeil@mwe.com
wguerrieri@mwe.com

*Proposed Counsel for the Debtors and
Debtors-in-Possession*

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:)
GENESIS HEALTHCARE, INC., *et al.*,¹) Chapter 11
Debtors.) Case No. 25-80185 (SGJ)
) (Jointly Administered)
) Related to Docket No. ____

**ORDER (I) AUTHORIZING DEBTORS TO (I) MAINTAIN EXISTING
INSURANCE POLICIES, SURETY BONDS, AND LETTERS OF CREDIT AND
PAY ALL OBLIGATIONS ARISING THEREUNDER; (II) RENEW, REVISE, EXTEND,
SUPPLEMENT, CHANGE, OR ENTER INTO NEW INSURANCE POLICIES, SURETY
BONDS, AND LETTERS OF CREDIT; AND (III) GRANTING RELATED RELIEF**

¹ The last four digits of Genesis Healthcare, Inc's federal tax identification number are 4755. There are 299 Debtors in these chapter 11 cases, which are being jointly administered for procedural purposes only. A complete list of the Debtors and the last four digits of their federal tax identification numbers are not provided herein. A complete list of such information may be obtained on the website of the Debtors' claims and noticing agent at <https://dm.epiq11.com/Genesis>. The location of Genesis Healthcare, Inc.'s corporate headquarters and the Debtors' service address is 101 East State Street, Kennett Square, PA 19348.

Upon the motion (the “Motion”)² of the Debtors for entry of an order (this “Order”), authorizing, but not directing, the Debtors to (i) maintain coverage under the existing Insurance Policies, including workers’ compensation policies and programs, and Surety Bonds and maintain the existing Premium Financing Agreements and Letters of Credit and pay on an uninterrupted basis in their discretion all premiums, fees, deductibles, administration costs, self-insurance costs, and claims arising thereunder or in connection therewith (collectively, the “Insurance Obligations”); (ii) honor, renew, revise, extend, supplement, change, or enter into new insurance policies, premium financing agreements, surety bonds, letters of credit, and insurance brokerage arrangements as needed in their business judgment without further order of this Court; and (iii) granting related relief, in each case as more fully set forth in the Motion and subject to the terms of this Order; and upon consideration of the First Day Declaration; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Order of Reference of Bankruptcy Cases and Proceedings Nunc Pro Tunc* dated August 3, 1984, entered by the United States District Court for the Northern District of Texas; and the matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and venue of this proceeding and the Motion in this District being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court being able to issue a final order consistent with Article III of the United States Constitution; and due and sufficient notice of the Motion having been given under the particular circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and it appearing that no other or further notice is necessary; and it appearing that the relief

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED on a final basis as set forth herein.
2. The Debtors are authorized, but not directed, to in the ordinary course of business and consistent with past practice, maintain the Insurance Policies, including their current GPL and workers' compensation programs and policies, the Premium Financing Agreements, the Surety Bonds, the Letters of Credit and any related agreements, and to pay the Insurance Obligations as they become due, including any prepetition amounts owed to the Insurance Carriers, the Sureties, the Surety Bond Broker, the Premium Financing Providers, the Insurance Brokers, and the issuers of the Letters of Credit.
3. Without further order of this Court, the Debtors are authorized, but not directed, in the ordinary course of business and consistent with past practice, to renew, revise, extend, supplement, change, or enter into new insurance policies, premium financing agreements, surety bonds, letters of credit, insurance brokerage arrangements, and any related agreements as needed in their business judgment and in consultation with the DIP Lenders.
4. The banks and financial institutions on which checks were drawn or electronic payment requests made for payment of the prepetition obligations approved herein are authorized to receive, process, honor, and pay all such checks and electronic payment requests when presented for payment, and all such banks and financial institutions are authorized to rely on the Debtors' designation of any particular check or electronic payment request as approved by this Order without any duty of further inquiry and without liability for following the Debtors' instructions.

5. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of the Chapter 11 Cases with respect to the relief granted herein.

6. Notwithstanding anything to the contrary contained herein, any payment to be made hereunder, and any authorization contained herein, shall be subject to any interim and final orders, as applicable, approving the use of cash collateral and/or the Debtors' entry into any postpetition financing facilities or credit agreements, and any budgets in connection therewith governing any such postpetition financing and/or use of cash collateral (each such order, a "DIP Order"). To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control.

7. Nothing contained in the Motion or this Order nor any actions taken pursuant to the relief granted herein is intended or shall be construed as: (a) an implication or admission as to the amount of, basis for, or validity of any claim against a Debtor entity under the Bankruptcy Code or other applicable non-bankruptcy law; (b) an impairment or waiver of the Debtors' or any other party in interest's rights to dispute the amount of, basis for, or validity of any claim against, or interest in, any Debtor, its property, or its estate on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any claim is of a type specified or defined in the Motion, or in this Order granting the relief requested by the Motion, or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a waiver of any claim or cause of action that may exist against any creditor or interest holder; (f) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code or otherwise affecting the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject any executory contract or unexpired lease; (g) a waiver or

limitation of the Debtors', or any other party in interest's, rights under the Bankruptcy Code or any other applicable law; (h) an implication or admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance of property of the Debtors' estates; (i) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to this Order are valid and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens; (j) a waiver of the obligation of any party in interest to file a proof of claim; or (k) an impairment or waiver of any claims or causes of action that may exist against any entity under the Bankruptcy Code or any other applicable law. Any payment made pursuant to this Order is not intended and should not be construed as an admission as to the validity or priority of any claim or a waiver of the Debtors' or any other party in interest's rights to subsequently dispute the extent, perfection, priority, validity, or amount of such claim.

8. The Court finds and determines that the requirements of Bankruptcy Rule 6003 are satisfied and that the relief requested in the Motion is necessary to avoid immediate and irreparable harm.

9. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a), the Local Rules, and the Complex Case Procedures are satisfied by such notice.

10. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

11. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

12. The Debtors are authorized to take all actions necessary to implement the relief granted in this Order.

13. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

END OF ORDER # #

Prepared and presented by:

/s/ Marcus A. Helt

Marcus A. Helt (TX 24052187)

Jack G. Haake (TX 24127704)

Grayson Williams (TX 24124561)

MCDERMOTT WILL & EMERY LLP

2801 N. Harwood Street, Suite 2600

Dallas, Texas 75201-1574

Telephone: (214) 295-8000

Facsimile: (972) 232-3098

Email: mhelt@mwe.com

jhaake@mwe.com

gwilliams@mwe.com

- and -

Daniel M. Simon (admitted *pro hac vice*)

Emily C. Keil (admitted *pro hac vice*)

William A. Guerrieri (admitted *pro hac vice*)

MCDERMOTT WILL & EMERY LLP

444 West Lake Street, Suite 4000

Chicago, Illinois 60606

Telephone: (312) 372-2000

Facsimile: (312) 984-7700

Email: dsimon@mwe.com

ekeil@mwe.com

wguerrieri@mwe.com

Proposed Counsel for the Debtors and

Debtors-in-Possession

EXHIBIT B

Insurance Policies

#	Carrier	Policy Type	Policy No.	Coverage Start	Coverage End
1.	Wesco Insurance Company	Auto	WPP2052746	12/1/2024	12/1/2025
2.	Wesco Insurance Company	Auto	WPP2052747	12/1/2024	12/1/2025
3.	Liberty Mutual Fire Insurance Company	Boiler and Machinery	YB2-L9L-471374-034	12/1/2024	12/1/2025
4.	AXIS Insurance Company	Crime	P-001-000326057-06	4/1/2025	4/1/2026
5.	Endurance American Specialty Insurance Company (Sompo International)	Crime	CRX30084071700	4/1/2025	4/1/2026
6.	Underwriters at Lloyd's of London	Cyber	B0621PGENE017924	9/15/2024	9/15/2025
7.	ACE American Insurance Company	D&O	DOX G26815149 008	4/1/2025	4/1/2026
8.	Associated Industries Insurance Company Inc.	D&O	ANV160699A	4/1/2025	4/1/2026
9.	Houston Specialty Insurance Company	D&O	ADIC-0000006-01	4/1/2025	4/1/2026
10.	National Union Fire Insurance Company of Pittsburgh, PA	D&O	02-880-24-28	4/1/2025	4/1/2026
11.	U.S. Specialty Insurance Company	D&O	14-MGU-24-A58282	4/1/2025	4/1/2026
12.	Zurich American Insurance Company	Employed Lawyers Liability	EOC 8682772-05	4/1/2025	4/1/2026
13.	American International Reinsurance Company, Ltd. (AIG)	EPLI	67334571	4/1/2025	4/1/2026
14.	Capitol Specialty Insurance Corporation	Errors and Omissions	MC20251001-01	1/1/2025	1/1/2026
15.	Fair American Insurance and Reinsurance Company	Fiduciary Excess	MLX-1001564-03	4/1/2025	4/1/2026
16.	Hudson Insurance Company	Fiduciary Liability	SFD31211997-03	4/1/2025	4/1/2026

#	Carrier	Policy Type	Policy No.	Coverage Start	Coverage End
17.	American Bankers Insurance Company of Florida	Flood	6946033800	11/7/2024	11/7/2025
18.	American Bankers Insurance Company of Florida	Flood	6900245125	11/7/2024	11/7/2025
19.	American Bankers Insurance Company of Florida	Flood	6900245181	11/7/2024	11/7/2025
20.	American Bankers Insurance Company of Florida	Flood	6906022636	11/7/2024	11/7/2025
21.	American Bankers Insurance Company of Florida	Flood	6900048034	11/7/2024	11/7/2025
22.	American Bankers Insurance Company of Florida	Flood	69000521452023	2/5/2025	2/5/2026
23.	American Bankers Insurance Company of Florida	Flood	6900053444	2/19/2025	2/19/2026
24.	American Bankers Insurance Company of Florida	Flood	69111091772022	9/23/2024	9/23/2025
25.	Selective Insurance Company	Flood	FLD1385691	8/28/2024	8/29/2025
26.	Wright National Flood Insurance Company	Flood	28 1150893990 12	3/13/2025	3/13/2026
27.	Wright National Flood Insurance Company	Flood	37 1151393575 07	10/14/2024	10/14/2025
28.	Wright National Flood Insurance Company	Flood	Various	10/14/2024	10/14/2025
29.	Wright National Flood Insurance Company	Flood	44 1151451310 08	4/5/2025	4/5/2026
30.	Wright National Flood Insurance Company	Flood	47 1151451416 08	4/5/2025	4/5/2026
31.	Notting Hill Risk Retention Group, LLC	GPL	ANH0000212-00	12/1/2024	12/1/2025
32.	Coverys Specialty Insurance Company	Physician Malpractice	002NM000049275	1/1/2025	1/1/2026

#	Carrier	Policy Type	Policy No.	Coverage Start	Coverage End
33.	Coverys Specialty Insurance Company	Physician Malpractice	005PA000043994	4/18/2025	4/18/2026
34.	Lloyds of London	Pollution	PEN4940024AA	12/18/2024	12/18/2025
35.	AXIS Surplus Insurance Company	Property	AXIS P-001-001471831-01	12/1/2024	12/1/2025
36.	CNA Insurance	Property	PSR-7092932959	12/1/2024	12/1/2025
37.	Endurance American Specialty Insurance Company (Sompo International)	Property	ESP30074220500	12/1/2024	12/1/2025
38.	Kinsale Insurance Company	Property	0100338339-0	12/1/2024	12/1/2025
39.	Lancashire Insurance Company (UK) Limited	Property	PPR100117360-00124	12/1/2024	12/1/2025
40.	Lexington Insurance Company	Property	61385433	12/1/2024	12/1/2025
41.	Liberty Mutual Fire Insurance	Property	N/A	12/1/2024	12/1/2025
42.	Steadfast Insurance Company (Zurich North America Commercial)	Property	CPP-3194638-00	12/1/2024	12/1/2025
43.	Velocity Specialty Insurance Company	Property	2024-9006955-01	12/1/2024	12/1/2025
44.	Arch Specialty Insurance Company	Property Excess	ESP1055096-00	12/1/2024	12/1/2025
45.	Crum & Forster Specialty Insurance Company	Property Excess	PPP-912142	12/1/2024	12/1/2025
46.	Evanston Insurance Company	Property Excess	MKLV3XPR001116	12/1/2024	12/1/2025
47.	Ironshore	Property Excess	1000698849-01	12/1/2024	12/1/2025
48.	Landmark American Insurance Company	Property Excess	LHD947788	12/1/2024	12/1/2025
49.	Mitsui Sumitomo Insurance USA	Property Excess	EXP7001534	12/1/2024	12/1/2025
50.	Starr Surplus Lines Insurance Company	Property Excess	24SLCFM12185101	12/1/2024	12/1/2025
51.	Trisura Specialty Insurance Company (Ricksmith)	Property Excess	24-XSP-1126	12/1/2024	12/1/2025

#	Carrier	Policy Type	Policy No.	Coverage Start	Coverage End
52.	Balance Partners, LLC (Archer)	Tax Liability	ATTI-000005	8/18/2023	8/18/2030
53.	Everest Indemnity Insurance Company	Tax Liability	TAXX000124	8/18/2023	8/18/2030
54.	QBE Specialty Insurance Co.	Tax Liability	140001091	8/18/2023	8/18/2030
55.	Hiscox Inc.	Terrorism	UTS2565268.24	12/1/2024	12/1/2025
56.	Federal Insurance Company (Chubb)	Travel/Accident	9907-46-14	12/9/2022	12/9/2025
57.	Ohio Bureau of Workers' Compensation	Workers' Compensation	1339799	7/1/2025	7/1/2026
58.	Technology Insurance Company, Inc.	Workers' Compensation	TWC4501685	9/27/2024	9/27/2025

EXHIBIT C

Surety Bonds

#	Debtor	Issuer	Bond No.	Expiration
1.	867 York Road Operations LLC	RLI Insurance Company	CMS0272149	08/05/2025
2.	462 Main Street Operations LLC	RLI Insurance Company	CMS0290292	08/08/2025
3.	St. Catherine Healthcare and Rehabilitation Center, LLC	RLI Insurance Company	CMS0277023	08/12/2025
4.	Albuquerque Heights Healthcare and Rehabilitation Center, LLC	RLI Insurance Company	CMS0287875	08/13/2025
5.	St. John Healthcare and Rehabilitation Center, LLC	RLI Insurance Company	CMS0287876	08/13/2025
6.	The Rehabilitation Center of Albuquerque, LLC	RLI Insurance Company	CMS0287877	08/13/2025
7.	St. Theresa Healthcare and Rehabilitation Center, LLC	RLI Insurance Company	CMS0287878	08/16/2025
8.	Nine Haywood Avenue Operations LLC	RLI Insurance Company	CMS0272155	08/18/2025
9.	1100 Norman Eskridge Highway Operations LLC	RLI Insurance Company	CMS0272158	08/26/2025
10.	515 Brightfield Road Operations LLC	RLI Insurance Company	CMS0272159	08/27/2025
11.	2 Blackberry Lane Operations LLC	RLI Insurance Company	CMS0290293	08/30/2025
12.	98 Hospitality Drive Operations LLC	RLI Insurance Company	CMS0290294	08/30/2025
13.	300 Pearl Street Operations LLC	RLI Insurance Company	CMS0290295	08/30/2025
14.	1248 Hospital Drive Operations LLC	RLI Insurance Company	CMS0290296	08/30/2025
15.	105 Chester Road Operations LLC	RLI Insurance Company	CMS0290297	08/30/2025
16.	211-213 Ana Drive Operations LLC	RLI Insurance Company	CMS0276998	08/31/2025

#	Debtor	Issuer	Bond No.	Expiration
17.	Encore Rehabilitation Services, LLC	Arch Insurance Company	SU1190077	08/31/2025
18.	Genesis ElderCare Physician Services, LLC	RLI Insurance Company	CMS0277000	09/04/2025
19.	Harborside Massachusetts Limited Partnership	RLI Insurance Company	CMS0276334	09/05/2025
20.	500 East Philadelphia Avenue Operations LLC	RLI Insurance Company	CMS0273141	09/10/2025
21.	Harborside Rhode Island Limited Partnership	RLI Insurance Company	CMS0273133	09/15/2025
22.	Harborside Connecticut Limited Partnership	RLI Insurance Company	CMS0272171	09/20/2025
23.	Harborside Danbury Limited Partnership	RLI Insurance Company	CMS0272174	09/20/2025
24.	3 Industrial Way East Operations LLC	RLI Insurance Company	CMS0273145	09/20/2025
25.	Harborside Connecticut Limited Partnership	RLI Insurance Company	CMS0273150	09/20/2025
26.	Harborside Connecticut Limited Partnership	RLI Insurance Company	CMS0273151	09/20/2025
27.	Harborside Rhode Island Limited Partnership	RLI Insurance Company	CMS0273152	09/20/2025
28.	8 Snow Road Operations, LLC	RLI Insurance Company	CMS0273162	09/20/2025
29.	Harborside New Hampshire Limited Partnership	RLI Insurance Company	CMS0273163	09/20/2025
30.	40 Crosby Street Operations, LLC	RLI Insurance Company	CMS0273164	09/20/2025
31.	Harborside New Hampshire Limited Partnership	RLI Insurance Company	CMS0273168	09/20/2025
32.	54 Sharp Street Operations LLC	RLI Insurance Company	CMS0273143	09/21/2025
33.	N/A	RLI Insurance Company	CMS0273157	09/21/2025

#	Debtor	Issuer	Bond No.	Expiration
34.	Harborside New Hampshire Limited Partnership	RLI Insurance Company	CMS0273165	09/21/2025
35.	292 Applegarth Road Operations LLC	RLI Insurance Company	CMS0273453	10/02/2025
36.	1245 Church Road Operations LLC	RLI Insurance Company	CMS0273437	10/14/2025
37.	700 Town Bank Road Operations LLC	RLI Insurance Company	CMS0273445	10/14/2025
38.	1700 Pine Street Operations LLC	RLI Insurance Company	CMS0273448	10/14/2025
39.	115 Sunset Road Operations LLC	RLI Insurance Company	CMS0273450	10/14/2025
40.	N/A	RLI Insurance Company	CMS256020	10/14/2025
41.	390 Red School Lane Operations LLC	RLI Insurance Company	CMS0273443	10/15/2025
42.	1 Emerson Drive North Operations LLC	RLI Insurance Company	CMS0273451	10/23/2025
43.	1 Emerson Drive South Operations LLC	RLI Insurance Company	CMS0273452	10/23/2025
44.	Bowie Center Limited Partnership	RLI Insurance Company	CMS0273462	10/25/2025
45.	803 Hacienda Lane Operations LLC	RLI Insurance Company	CMS0323886	10/25/2025
46.	Genesis ElderCare Physician Services, LLC	RLI Insurance Company	CMS0277004	10/29/2025
47.	N/A	RLI Insurance Company	CMS0277005	10/29/2025
48.	Genesis ElderCare Physician Services, LLC	RLI Insurance Company	CMS0277003	10/30/2025
49.	Genesis ElderCare Physician Services, LLC	RLI Insurance Company	CMS0277006	10/30/2025
50.	30 West Avenue Operations LLC	RLI Insurance Company	CMS0273753	11/01/2025
51.	191 Hackett Hill Road Operations LLC	RLI Insurance Company	CMS0277002	11/01/2025
52.	1650 Galisteo Street Operations LLC	RLI Insurance Company	CMS0323887	11/01/2025

#	Debtor	Issuer	Bond No.	Expiration
53.	419 Harding Street Operations LLC	RLI Insurance Company	CMS0323888	11/01/2025
54.	3720 Church Rock Street Operations LLC	RLI Insurance Company	CMS0323889	11/01/2025
55.	3514 Fowler Avenue Operations LLC	RLI Insurance Company	CMS0323890	11/01/2025
56.	400 McKinley Avenue Operations LLC	RLI Insurance Company	CMS0353184	11/01/2025
57.	Sharon Care Center, LLC (DIVESTED)	RLI Insurance Company	CMS0287886	11/16/2025
58.	Alta Care Center, LLC	RLI Insurance Company	CMS0287887	11/16/2025
59.	24 Old Etna Road Operations LLC	RLI Insurance Company	CMS0273763	11/23/2025
60.	2101 Fairland Road Operations LLC	RLI Insurance Company	CMS0273758	11/30/2025
61.	1 Sutphin Drive Operations LLC	RLI Insurance Company	CMS0275899	11/30/2025
62.	840 Lee Road Operations LLC	RLI Insurance Company	CMS0273768	12/01/2025
63.	302 Cedar Ridge Road Operations LLC	RLI Insurance Company	CMS0273769	12/01/2025
64.	Route 92 Operations LLC	RLI Insurance Company	CMS0273770	12/01/2025
65.	200 South Ritchie Avenue Operations LLC	RLI Insurance Company	CMS0273771	12/01/2025
66.	1631 Ritter Drive Operations LLC	RLI Insurance Company	CMS0273772	12/01/2025
67.	Romney Health Care Center Limited Partnership	RLI Insurance Company	CMS0273773	12/01/2025
68.	8 Rose Street Operations LLC	RLI Insurance Company	CMS0275877	12/01/2025
69.	723 Summers Street Operations LLC	RLI Insurance Company	CMS0275879	12/01/2025
70.	201 Wood Street Operations LLC	RLI Insurance Company	CMS0275880	12/01/2025
71.	80 Maddex Drive Operations LLC	RLI Insurance Company	CMS0275881	12/01/2025
72.	825 SUMMIT STREET OPERATIONS LLC	RLI Insurance Company	CMS0275882	12/01/2025
73.	Three Mile Curve Operations LLC	RLI Insurance Company	CMS0275883	12/01/2025

#	Debtor	Issuer	Bond No.	Expiration
74.	1000 Lincoln Drive Operations LLC	RLI Insurance Company	CMS0275884	12/01/2025
75.	75 Hickle Street Operations LLC	RLI Insurance Company	CMS0275885	12/01/2025
76.	422 23rd Street Operations LLC	RLI Insurance Company	CMS0275887	12/01/2025
77.	2720 Charles Town Road Operations LLC	RLI Insurance Company	CMS0275891	12/01/2025
78.	161 Bakers Ridge Road Operations LLC	RLI Insurance Company	CMS0275893	12/01/2025
79.	590 North Poplar Fork Road Operations LLC	RLI Insurance Company	CMS0275894	12/01/2025
80.	23 Fair Street Operations LLC	RLI Insurance Company	CMS0287903	12/01/2025
81.	120 Murray Street Operations LLC	RLI Insurance Company	CMS0287905	12/01/2025
82.	40 Whitehall Road Operations LLC	RLI Insurance Company	CMS0287907	12/01/2025
83.	735 Putnam Pike Operations LLC	RLI Insurance Company	CMS0273766	12/10/2025
84.	290 Hanover Street Operations LLC	RLI Insurance Company	CMS0275888	12/10/2025
85.	22 Tuck Road Operations LLC	RLI Insurance Company	CMS0275889	12/10/2025
86.	642 Metacom Avenue Operations LLC	RLI Insurance Company	CMS0275890	12/10/2025
87.	10 Woodland Drive Operations LLC	RLI Insurance Company	CMS0275895	12/10/2025
88.	7 Baldwin Street Operations LLC	RLI Insurance Company	CMS0275892	12/16/2025
89.	136 Donahoe Manor Road Operations LLC	RLI Insurance Company	CMS0102827	12/22/2025
90.	60 Highland Road Operations LLC	RLI Insurance Company	CMS0102828	12/22/2025
91.	2021 Westgate Drive Operations LLC	RLI Insurance Company	CMS0102829	12/22/2025
92.	1700 Market Street Operations LLC	RLI Insurance Company	CMS0288832	12/22/2025
93.	940 Walnut Bottom Road Operations LLC	RLI Insurance Company	CMS0288833	12/22/2025

#	Debtor	Issuer	Bond No.	Expiration
94.	1070 Stouffer Avenue Operations LLC	RLI Insurance Company	CMS0288834	12/22/2025
95.	100 W Queen Street Operations LLC	RLI Insurance Company	CMS0288835	12/22/2025
96.	2600 Northampton Street Operations LLC	RLI Insurance Company	CMS0288836	12/22/2025
97.	1848 Greentree Road Operations LLC	RLI Insurance Company	CMS0288837	12/22/2025
98.	3430 Huntingdon Pike Operations LLC	RLI Insurance Company	CMS0288838	12/22/2025
99.	1008 Thompson Street Operations LLC	RLI Insurance Company	CMS0288839	12/22/2025
100.	600 W. Valley Forge Road Operations LLC	RLI Insurance Company	CMS0288840	12/22/2025
101.	2400 Kingston Court Operations LLC	RLI Insurance Company	CMS0288841	12/22/2025
102.	100 Abbeyville Road Operations LLC	RLI Insurance Company	CMS0288842	12/22/2025
103.	900 Tuck Street Operations LLC	RLI Insurance Company	CMS0288843	12/22/2025
104.	885 MacBeth Drive Operations LLC	RLI Insurance Company	CMS0288844	12/22/2025
105.	640 Bethlehem Pike Operations LLC	RLI Insurance Company	CMS0288845	12/22/2025
106.	1105 Perry Highway Operations LLC	RLI Insurance Company	CMS0288846	12/22/2025
107.	113 W. McMurray Road Operations LLC	RLI Insurance Company	CMS0288847	12/22/2025
108.	550 South Negley Avenue Operations LLC	RLI Insurance Company	CMS0288848	12/22/2025
109.	724 N Charlotte Street Operations LLC	RLI Insurance Company	CMS0288849	12/22/2025

#	Debtor	Issuer	Bond No.	Expiration
110.	5609 Fifth Avenue Operations LLC	RLI Insurance Company	CMS0288850	12/22/2025
111.	800 Court Street Circle Operations LLC	RLI Insurance Company	CMS0288851	12/22/2025
112.	115 S Providence Road Operations LLC	RLI Insurance Company	CMS0288852	12/22/2025
113.	505 Weyman Road Operations LLC	RLI Insurance Company	CMS0288853	12/22/2025
114.	1770 Barley Road Operations LLC	RLI Insurance Company	CMS0288854	12/22/2025
115.	200 Pauline Drive Operations LLC	RLI Insurance Company	CMS0288855	12/22/2025
116.	2029 Westgate Drive Operations LLC	RLI Insurance Company	CMS0288856	12/22/2025
117.	2125 Elizabeth Avenue Operations LLC	RLI Insurance Company	CMS0288857	12/22/2025
118.	3000 Windmill Road Operations LLC	RLI Insurance Company	CMS0288858	12/22/2025
119.	425 Buttonwood Street Operations LLC	RLI Insurance Company	CMS0288859	12/22/2025
120.	1526 Lombard Street SNF Operations II LLC	RLI Insurance Company	CMS0288860	12/22/2025
121.	3485 Davisville Road Operations II LLC	RLI Insurance Company	CMS0288861	12/22/2025
122.	2800 Palo Parkway Operations LLC	RLI Insurance Company	CMS0288863	12/22/2025
123.	262 Toll Gate Road Operations LLC	RLI Insurance Company	CMS0275900	01/01/2026
124.	Genesis HealthCare LLC	Westchester Fire Insurance Company	K07735819	01/01/2026
125.	20 Maitland Street Operations LLC	RLI Insurance Company	CMS0275922	01/08/2026
126.	N/A	RLI Insurance Company	CMS0275904	01/10/2026
127.	1543 Country Club Road Manor Operations LLC	RLI Insurance Company	CMS0275905	01/14/2026
128.	1539 Country Club Road Operations LLC	RLI Insurance Company	CMS0275906	01/14/2026

#	Debtor	Issuer	Bond No.	Expiration
129.	Skowhegan SNF Operations, LLC	RLI Insurance Company	CMS0275907	01/16/2026
130.	Belfast Operations, LLC	RLI Insurance Company	CMS0275908	01/16/2026
131.	Lewiston Operations, LLC	RLI Insurance Company	CMS0275909	01/16/2026
132.	Waterville SNF Operations LLC	RLI Insurance Company	CMS0275910	01/16/2026
133.	Orono Operations, LLC	RLI Insurance Company	CMS0275911	01/16/2026
134.	Scarborough Operations, LLC	RLI Insurance Company	CMS0275912	01/16/2026
135.	Kennebunk Operations, LLC	RLI Insurance Company	CMS0275913	01/16/2026
136.	Farmington Operations, LLC	RLI Insurance Company	CMS0275914	01/16/2026
137.	Falmouth Operations, LLC	RLI Insurance Company	CMS0275915	01/16/2026
138.	Westbrook Operations, LLC	RLI Insurance Company	CMS0275916	01/16/2026
139.	Camden Operations, LLC	RLI Insurance Company	CMS0275917	01/16/2026
140.	Westwood Medical Park Operations LLC	RLI Insurance Company	CMS0275918	01/17/2026
141.	175 Blueberry Lane Operations LLC	RLI Insurance Company	CMS0275923	01/31/2026
142.	25 Ridgewood Road Operations LLC	RLI Insurance Company	CMS0276326	01/31/2026
143.	50 Mulberry Tree Street Operations LLC	RLI Insurance Company	CMS0276331	02/08/2026
144.	225 Evergreen Road Operations LLC	RLI Insurance Company	CMS0276329	02/21/2026
145.	279 Cabot Street Operations LLC	RLI Insurance Company	CMS0290265	02/23/2026
146.	Brier Oak on Sunset, LLC	RLI Insurance Company	CMS0290251	02/26/2026
147.	Alexandria Care Center, LLC (DIVESTED)	RLI Insurance Company	CMS0290253	02/26/2026
148.	125 Holly Road Operations LLC	RLI Insurance Company	CMS0276338	02/28/2026
149.	22 South Street Operations LLC	RLI Insurance Company	CMS0276339	02/28/2026
150.	12-15 Saddle River Road Operations LLC	RLI Insurance Company	CMS0276340	02/28/2026
151.	1361 Route 72 West Operations LLC	RLI Insurance Company	CMS0276342	02/28/2026

#	Debtor	Issuer	Bond No.	Expiration
152.	59 Harrington Court Operations LLC	RLI Insurance Company	CMS0276344	02/28/2026
153.	200 Reynolds Avenue Operations LLC	RLI Insurance Company	CMS0276349	02/28/2026
154.	Peak Medical New Mexico No. 3, LLC	RLI Insurance Company	CMS0276361	02/28/2026
155.	Peak Medical Roswell, LLC	RLI Insurance Company	CMS0276363	02/28/2026
156.	Peak Medical Las Cruces No. 2, LLC	RLI Insurance Company	CMS0276365	02/28/2026
157.	Peak Medical New Mexico No. 3, LLC	RLI Insurance Company	CMS0276366	02/28/2026
158.	Peak Medical New Mexico No. 3, LLC	RLI Insurance Company	CMS0276368	02/28/2026
159.	Peak Medical Assisted Living, LLC	RLI Insurance Company	CMS0276369	02/28/2026
160.	Skiles Avenue and Sterling Drive Urban Renewal Operations LLC	RLI Insurance Company	CMS0288864	03/01/2026
161.	Genesis Eldercare Network Services, LLC	RLI Insurance Company	CMS0276352	03/02/2026
162.	100 Chambers Street Operations LLC	RLI Insurance Company	CMS0276353	03/02/2026
163.	1020 South Main Street Operations LLC	RLI Insurance Company	CMS0276357	03/07/2026
164.	N/A	RLI Insurance Company	CMS256035	03/09/2026
165.	4140 Old Washington Highway Operations LLC	RLI Insurance Company	CMS0276359	03/12/2026
166.	SunBridge Care Enterprises, LLC	RLI Insurance Company	CMS0203780	03/14/2026
167.	Stillwell Road Operations LLC	RLI Insurance Company	CMS0276358	03/22/2026
168.	3590 Washington Pike Operations LLC	RLI Insurance Company	CMS0290267	03/24/2026
169.	613 Hammonds Lane Operations LLC	RLI Insurance Company	CMS0231985	04/05/2026

#	Debtor	Issuer	Bond No.	Expiration
170.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS0203835	04/09/2026
171.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS0276989	04/10/2026
172.	677 Court Street Operations LLC	RLI Insurance Company	CMS0231986	04/11/2026
173.	N/A	RLI Insurance Company	CMS256042	04/19/2026
174.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS204304	05/14/2026
175.	1104 Welsh Road Operations LLC	RLI Insurance Company	CMS0232001	05/17/2026
176.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS0206197	05/24/2026
177.	Belen Meadows Healthcare and Rehabilitation Center, LLC	RLI Insurance Company	CMS0277016	05/27/2026
178.	Skies Healthcare and Rehabilitation Center, LLC	RLI Insurance Company	CMS0277017	05/27/2026
179.	333 Green End Avenue Operations LLC	RLI Insurance Company	CMS0232003	05/28/2026
180.	Clovis Healthcare and Rehabilitation Center, LLC	RLI Insurance Company	CMS0277018	05/29/2026
181.	St. Anthony Healthcare and Rehabilitation Center, LLC	RLI Insurance Company	CMS0277019	05/29/2026
182.	Canyon Transitional Rehabilitation Center, LLC	RLI Insurance Company	CMS0277020	05/29/2026
183.	Genesis HealthCare LLC / Sun Healthcare Group, Inc.	Liberty Mutual Insurance Company	019005843	05/31/2026
184.	N/A	RLI Insurance Company	CMS0271678	06/02/2026
185.	1145 Poquonock Road Operations LLC d/b/a Groton Regency Center (DIVESTED)	RLI Insurance Company	CMS0271680	06/05/2026
186.	SunBridge Regency-Tennessee, LLC	RLI Insurance Company	CMS0101264	06/07/2026
187.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS206205	06/11/2026
188.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS206206	06/11/2026
189.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS206207	06/11/2026
190.	Saddle Shop Road Operations LLC	RLI Insurance Company	CMS0271684	06/13/2026

#	Debtor	Issuer	Bond No.	Expiration
191.	Hbr Trumbull, LLC	RLI Insurance Company	CMS260270	06/13/2026
192.	25 East Lindsley Road Operations LLC	RLI Insurance Company	CMS0271683	06/14/2026
193.	1400 Woodland Avenue Operations LLC	RLI Insurance Company	CMS0271685	06/14/2026
194.	8100 Washington Lane Operations LLC	RLI Insurance Company	CMS0271686	06/14/2026
195.	Thirty Five Bel-Aire Drive SNF Operations LLC	RLI Insurance Company	CMS0271687	06/14/2026
196.	2507 Chestnut Street Operations LLC	RLI Insurance Company	CMS0271688	06/14/2026
197.	84 Cold Hill Road Operations LLC	RLI Insurance Company	CMS0271690	06/14/2026
198.	330 Franklin Turnpike Operations LLC	RLI Insurance Company	CMS0271692	06/14/2026
199.	530 Macoby Street Operations LLC	RLI Insurance Company	CMS0271694	06/14/2026
200.	106 Tyree Street Operations LLC	RLI Insurance Company	CMS0271696	06/17/2026
201.	91 Country Village Road Operations LLC	RLI Insurance Company	CMS0271705	06/22/2026
202.	PAI Participant 1, LLC	RLI Insurance Company	CMS256030	06/23/2026
203.	4 Hazel Avenue Operations LLC	RLI Insurance Company	CMS0272129	06/30/2026
204.	715 East King Street Operations LLC	RLI Insurance Company	CMS0272130	06/30/2026
205.	1680 Spring Creek Road Operations LLC	RLI Insurance Company	CMS0272131	06/30/2026
206.	101 13th Street Operations LLC	RLI Insurance Company	CMS0272137	07/02/2026
207.	SunBridge Regency-Tennessee, LLC	RLI Insurance Company	CMS0101262	07/05/2026
208.	SunBridge Gardendale Health Care Center, LLC	RLI Insurance Company	CMS0101291	07/05/2026
209.	SunBridge Retirement Care Associates, LLC	RLI Insurance Company	CMS0206237	07/05/2026

#	Debtor	Issuer	Bond No.	Expiration
210.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS204369	07/05/2026
211.	SunBridge Salem Health Care LLC	RLI Insurance Company	CMS206229	07/05/2026
212.	SunBridge Regency-North Carolina, LLC	RLI Insurance Company	CMS206230	07/05/2026
213.	SunBridge Regency-North Carolina, LLC	RLI Insurance Company	CMS206233	07/05/2026
214.	SunBridge Regency-North Carolina, LLC	RLI Insurance Company	CMS206234	07/05/2026
215.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS0101249	07/06/2026
216.	SunBridge Clipper Home of Wolfeboro, LLC	RLI Insurance Company	CMS0101282	07/06/2026
217.	SunBridge Goodwin Nursing Home, LLC	RLI Insurance Company	CMS0101283	07/06/2026
218.	SunBridge Healthcare, LLC (f/k/a SunBridge Healthcare Corporation)	RLI Insurance Company	CMS0101285	07/06/2026
219.	SunBridge Healthcare, LLC (f/k/a SunBridge Healthcare Corporation)	RLI Insurance Company	CMS0101286	07/06/2026
220.	SunBridge Clipper Home of North Conway, LLC	RLI Insurance Company	CMS0101288	07/06/2026
221.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS0206238	07/06/2026
222.	Five Ninety Six Sheldon Road Operations LLC	RLI Insurance Company	CMS0271712	07/06/2026
223.	Forty Six Nichols Street Operations LLC	RLI Insurance Company	CMS0271713	07/06/2026
224.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS204358	07/06/2026
225.	SunBridge Healthcare, LLC	RLI Insurance Company	CMS204359	07/06/2026
226.	SunBridge Beckley Health Care LLC	RLI Insurance Company	CMS206225	07/06/2026
227.	SunBridge Dunbar Health Care LLC	RLI Insurance Company	CMS206226	07/06/2026

#	Debtor	Issuer	Bond No.	Expiration
228.	SunBridge Putnam Health Care LLC	RLI Insurance Company	CMS206228	07/06/2026
229.	SunBridge Regency-North Carolina, LLC	RLI Insurance Company	CMS206236	07/06/2026
230.	SunBridge Nursing Home, LLC	RLI Insurance Company	CMS206250	07/06/2026
231.	N/A	RLI Insurance Company	CMS206283	07/06/2026
232.	700 Marvel Road Operations LLC	RLI Insurance Company	CMS0271715	07/14/2026
233.	Genesis Healthcare, Inc.	RLI Insurance Company	CMS0290273	07/14/2026
234.	660 Commonwealth Avenue Operations LLC	RLI Insurance Company	CMS0271724	07/29/2026
235.	11 Dairy Lane Operations LLC	RLI Insurance Company	CMS0272146	07/31/2026
236.	HBR Danbury, LLC	RLI Insurance Company	CMS0272163	07/31/2026
237.	N/A	RLI Insurance Company	CMS0353181	06/04/2027
238.	N/A	RLI Insurance Company	CMS0288866	06/11/2027